

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

COMMISSIONER'S DECISION
ADL 234255

TRANSFER OF REAL PROPERTY TO THE EAGLE RIVER LIONS CLUB

I. Action

Commissioner's Decision: Transfer of Real Property as a Noncompetitive Sale to the Eagle River Lions Club, ADL 234255.

Attachment A: Affidavit Acknowledging Conditions of Land and Releasing the State from Related Liability.

Attachment B: Memorandum of Understanding Between Eagle River Lions Club and DNR.

Attachment C: Agreement for Conveyance

Action, Transfer of Property: Pursuant to SLA 2022, Ch. 49, § 2 (House Bill 304), the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), Land Conveyance Section (LCS) as a matter of law conveys to the Eagle River Lions Club the surface estate of the real property used as a public park in Eagle River, Alaska. The 40.0-acre subject parcel is located off Eagle River Road and Eagle River Loop Road, approximately 1.7 miles east of the Glenn Highway.

II. Authority

SLA 2022, Ch. 49, § 2, titled "Transfer of Real Property to the Eagle River Lions Club of Eagle River, Inc." signed into law on July 30, 2022, requires DNR to convey the subject parcel to the Eagle River Lions Club. SLA 2022, Ch. 49, § 2 states:

"(a) The Department of Natural Resources shall convey to the Eagle River Lions Club of Eagle River, Inc., the surface estate of the real property used as the Lions Club Park, in Eagle River, Alaska, located at Eagle River Road and Eagle River Loop Road, within the Seward Meridian, Township 14 North, Range 2 West, Section 13, subject to the requirement that the property be used as a public park; the commissioner of natural resources shall retain a reversionary interest in the property requiring that the property be conveyed back to the Department of Natural Resources if the property is not used as a public park. (b) Before conveying property as described in this section, the Department of Natural Resources shall grant necessary easements, including utility easements, to the Department of Transportation and Public Facilities for Eagle River Road and Eagle River Loop Road. (c) In consideration for the conveyance under (a) of this section, the Department of Natural Resources may accept cash equivalent to, but not more than, \$50,000. (d) The Department of Natural Resources may take actions necessary to convey the real property described in this section to the Eagle River Lions Club of Eagle River, Inc., including platting, replatting, surveying, subdividing, and other actions."

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III. Administrative Record

The project file for Alaska Division of Lands (ADL) 234255 constitutes the administrative record for this action. Also incorporated by reference are:

- SLA 2022, Ch. 49, § 2 (House Bill 304);
- Memorandum of Understanding Dated March 24, 2022;
- Conveyance Agreement Dated November 28, 2023; and
- DNR case file: MH 56.

IV. Location

The subject parcel is located within DNR's Southcentral Region in Eagle River on Eagle River Road and Eagle River Loop Road, approximately 1.7 miles east of the Glenn Highway, within Section 13, Township 14 North, Range 2 West, Seward Meridian.

USGS Map Coverage: Anchorage B-7

Platting Authority: Municipality of Anchorage

Regional Corporation: Cook Inlet Region, Inc.

Federally Recognized Tribe: None

Village Corporation: None

V. Legal Description

TOWNSHIP 14 NORTH, RANGE 2 WEST, SEWARD MERIDIAN, ALASKA

SECTION 13: NE1/4 NE1/4

CONTAINING 40 ACRES, MORE OR LESS.

ACCORDING TO THE SURVEY PLAT APPROVED BY THE U. S. SURVEYOR GENERAL'S OFFICE IN JUNEAU, ALASKA ON JULY 18, 1917.

VI. Title

Information from Title Report No. 23311, current as of September 13, 2023, indicates the State of Alaska received title to the subject parcel on April 27, 1961, under Federal Patent 1219280, which was acquired through State Selection MH 56. No third-party interests were identified. The parcel is subject to the reservations, easements, and exceptions contained in the federal patent.

State Reservation of Title:

Retention of and Access to Mineral Estate: In accordance with Section 6 (i) of the Alaska Statehood Act and AS 38.05.125 Reservation, the State retains ownership of all oil, gas, coal, ore, minerals, fissionable material, geothermal resources, and fossils that may be in or upon the land that it sells. This retention is for all minerals, including both locatable minerals (such as gold, copper, silver, etc.) and leasable minerals (such as oil, gas, coal, etc.)

The State and its successors reserve the right to enter onto the land for the purposes of exploring for, developing, and producing these reserved mineral resources. Access reserved to these retained interests is superior to any and all land uses. The State may also lease these retained interests to mineral developers or allow mining locations to be staked. However, AS 38.05.130 Damages and Posting of Bond also provides that the

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landowner will be compensated for damages resulting from mineral exploration and development.

Navigable Waters: Per AS 38.05.126(b) *Navigable and Public Waters*, "...the State has full power and control of all of the navigable or public water of the State, both meandered and unmeandered, and the State holds and controls all navigable or public water in trust for the use of the people of the State." This trust is in accordance with the principles of the Public Trust Doctrine, which are included in Article VIII, Section 14 of the Constitution of the State of Alaska and protected in the United States Constitution. It is vested in the title to this land, is not transferable, and the State's title to submerged lands under navigable waters cannot be relinquished by a transfer of the property. In holding with this concept, navigability determinations are made, and access will be reserved per AS 38.05.127 *Access To and Along Public and Navigable Water*. For more information, see **Section IX. Access, including Access To and Along Public or Navigable Water** of this document.

The Bureau of Land Management determined that the waterway known as 'Eagle River', within the affected township, is non-navigable for title purposes.

Native Interest: The subject parcel is within the boundaries of the Cook Inlet Regional Corporation, Inc. There are no Native interests identified with this parcel.

Other Conflicts or Pending Interest: None.

VII. Background

The Eagle River Lions Club public park has been maintained under a permit from the State since January 3, 1964 (ADL 21759). The permit will expire on January 2, 2024.

On March 22, 2022, the House members passed House Bill (HB) 304, which directs DNR to convey the surface estate of the real property used as the Lions Club Park, in Eagle River, AK, to the Eagle River Lions Club of Eagle River Inc. On April 29, 2022, Senate members passed HB 304 which was signed into law on July 30, 2022.

A Memorandum of Understanding (MOU) stating requirements and responsibilities between Eagle River Lions Club and DNR was signed on March 24, 2022. The Lions Club Park was situated in the Chugach State Park. The parties agreed to the removal of the Lions Club Park from the Chugach State Park to resolve legal and administrative issues resulting in a Land and Water Conservation Fund (LWCF) conversion. Pursuant to HB 304, conveyance of the Lion's Club Park property is contingent upon LWCF conversion approval. See *Attachment B: Memorandum of Understanding Between DNR and Eagle River Lions Club*.

VIII. Mineral Order and Reservation of Mineral Estate

The subject parcel has been closed to mineral entry by Mineral Order (Closing) 1285.

Mineral orders which close an area to mineral entry, close the area to new exploration and development of locatable minerals such as gold, copper, platinum, etc. Such mineral orders do not apply to leasable minerals (such as oil, gas, coal, etc.), or exploration licensing for such, nor do they preclude reasonable surface access to these resources. In accordance with section 6(i) of the Alaska Statehood Act and AS 38.05.125 *Reservation*, the State, in this decision, reserves

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unto itself the mineral estate, including oil and gas, and the rights expressed in the reservation clause of the statute, that being the right to reasonable access to the surface for purposes of exploring for, developing, and producing the reserved mineral resources. Exploration and development, if any, which could occur, would be consistent with AS 38.05.130 *Damages and Posting of Bond* and other applicable statutes and regulations.

XII. Access, including Access To and Along Public or Navigable Water

Public Access: Physical and legal access to the parcel is via Eagle River Road and Eagle River Loop Road.

Access To and Along Public or Navigable Waters: In accordance with AS 38.05.127 *Access To Navigable or Public Water*, DNR will determine if a water body is navigable or public and establish easements or rights-of-way as necessary to ensure unobstructed access to and along the body of water. Regulations dictating the creation of easements or rights-of-way under this statute include 11 AAC 51.035 *Determination of Navigable and Public Water*, 11 AAC 51.045 *Easements To and Along Navigable and Public Water*, and 11 AAC 53.450, *Buffer Strips, Reserved Areas, and Public Easements*. There are no navigable waters within or adjacent to the parcel.

Easements and Setbacks: Public Easement for Federal Aid Secondary Highway (ADL 61683). The legal description for ADL 61683: The Southerly 87 feet of the Northerly 137 feet of the NE1/4NE1/4 of Section 13, Township 14 North, Range 2 West, Seward Meridian.

Division of Transportation and Public Facilities (DOT&PF) has requested an updated easement for Eagle River Road and Eagle River Loop Road. The legal description of the easement is as follows: The Northerly 137 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Westerly 570 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Easterly 370 feet; AND: The Easterly 65 feet. This easement will be included in the patent to the Eagle River Lions Club.

The State will issue conveyance subject to easements. This language will be included as a subject to in the issued patent and may need to be revised, as necessary, in a confirmatory patent. Adjustments to legal descriptions and subject to restrictions are agreed upon in the patent that it may be necessary to make technical corrections in such descriptions.

XII. Hazardous Materials and Potential Contaminants

The Eagle River Lions Club is expected to inspect the subject parcel and familiarize itself with the condition of the land. The State makes no representations and no warranties, express or implied, concerning the existence or absence of any hazardous substances, hazardous wastes, contaminants, or pollutants on the land proposed here for conveyance. The State does not assume any liability for the removal of hazardous substances, hazardous wastes, contaminants, or pollutants, nor for the remediation of the site should such substances ever be identified.

DNR requires that the Eagle River Lions Club sign an affidavit acknowledging that the site is to remain a public park and release the State from any potential liability due to the long-term use of the site before purchasing. See *Attachment A: Affidavit Acknowledging Condition of Lands and Releasing the State from Related Liability*.

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XI. Survey

Survey Determination dated December 16, 2022, from the DMLW Survey Section determined the subject parcel to be surveyed.

XII. Compensation/Appraisal

The State approved Appraiser Richard Johnson ARA, reviewed and approved the Appraiser's Certification Appraisal dated June 7, 2023, for the Eagle River Lions Club at a value of \$3,800,000. Pursuant to SLA 2022, Ch. 49, § 2 "... (a) of this section, the Department of Natural Resources may accept cash equivalent to, but not more than, \$50,000." The subject parcel will be conveyed to the Eagle River Lions Club for \$50,000.

The Eagle River Lions Club must pay in full the agreed amount of \$50,000 as stated in the Memorandum of Understanding Dated March 24, 2022, and as stated in the Agreement for Conveyance dated November 28, 2023. See *Attachment C: Agreement for Conveyance*.

XII. Stipulations

The following conditions, restrictions, and reservations will be imposed upon the transfer of equitable title. The applicant will be required to comply with the following stipulations to complete the land sale.

1. As a condition of the sale, the applicant must sign an affidavit acknowledging the condition of the land and releasing the State from any possible liability.
2. Pursuant to AS 38.05.035(a)(6), the Grantee and its heirs and assigns may use the above-described parcel for a public park. If the Commissioner of the Department of Natural Resources determines that the Grantee or Grantee's successors in interest have failed to observe this condition, the Commissioner may declare a forfeiture of this conveyance and title hereby conveyed shall thereupon revert to the State of Alaska.
3. Approval by the United States Department of the Interior, National Park Service of conversion of real property caused by removal of the Lions Club Park parcel from the Land and Water Conservation Fund. If the conversion of the property is not approved by the National Park Service, the property reverts to the State of Alaska pursuant to SLA 2022, Ch. 49, § 2 (House Bill 304).
4. Valid existing rights, including reservations, easements, and exceptions in the U.S. Patent, or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.
5. The Department of Natural Resources shall grant necessary easements, including utility easements, to the Department of Transportation and Public Facilities for Eagle River Road and Eagle River Loop Road. The State may issue conveyance subject to easements in compliance with this subsection. The Parties agree that this language will be included as a subject to in the issued patent and may need to be revised, as necessary, in a confirmatory patent.
6. Issuance of a 15-foot easement to the State of Alaska, Department of Transportation and Public Facilities for Eagle River Road and Eagle River Loop Road, more particularly

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described as: The Northerly 137 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Westerly 570 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Easterly 370 feet; AND: The Easterly 65 feet. This is an approximate legal description to be confirmed through easement adjudication.


7. Reservation of the mineral estate pursuant to Section 6(i) of the Alaska Statehood Act and AS 38.05.125 *Reservation*; and reservation of reasonably necessary access to the mineral estate in accordance with AS 38.05.130 *Damages and Posting of Bond*.
8. The applicant must pay in full the agreed amount of \$50,000 as stated in the Memorandum of Understanding dated March 24, 2022, and as stated in the Conveyance Agreement dated November 28, 2023.
9. Prior to the completion of the purchase the applicant must remain in good standing with respect to all terms of the Contract for the Sale of Real Property throughout its term if such a contract is issued. The applicant must also remain in compliance with all applicable state and local ordinances and regulations, including all applicable taxes. Failure to do so may result in termination of the Contract for the Sale of Real Property.

XIV. Public Notice

DNR will distribute this decision via State of Alaska Online Public Notices as well as Land Sales Public Notices on the DNR DMLW website.¹

XV. Decision

SLA 2022, Ch. 49, § 2 (HB 304) mandates DNR to convey the above-described land to the Eagle River Lions Club. Because this conveyance has been mandated by state law, the legislature and governor have determined it is in the best interests of the state to convey the above-described real property to Eagle River Lions Club. Public notice of this conveyance has been provided. Therefore, DNR's decision to convey these lands complies with state law and the Alaska Constitution.


Approved by: John Boyle
Commissioner
Department of Natural Resources
State of Alaska

27 Dec 23

Date of Signature

¹ Article VII, § 8 of the Alaska Constitution states, "No disposals or leases of state lands, or interests therein, shall be made without prior public notice and other safeguards of the public interest as may be prescribed by law."

Request for Reconsideration

An eligible person affected by this decision may request reconsideration to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any request for reconsideration must be received by the Commissioner's Office within twenty (20) calendar days after issuance of the decision under 11 AAC 02.040. The Commissioner may order or deny a request for reconsideration within thirty (30) calendar days after issuance of the decision. If the Commissioner takes no action on a request for reconsideration within thirty (30) days after issuance of the decision, the request for reconsideration is considered denied. The Commissioner's decision on reconsideration, other than a remand decision, is a final administrative order and decision of the department. An eligible person must first request reconsideration to the Commissioner before seeking relief in superior court. The Alaska State Courts establish its own rules for timely appealing final administrative orders and decisions of the department.

Reconsideration may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918, or sent by electronic mail to dnr.appeals@alaska.gov. Reconsideration must be accompanied by the fee established in 11 AAC 05.160(d)(1)(F), which has been set at \$200 under the provisions of 11 AAC 05.160(a)-(b). A copy of 11 AAC 02 is available on the department's website at <https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf>.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER
550 West 7th Avenue, Suite 640
Anchorage, Alaska 99501

AFFIDAVIT ACKNOWLEDGING CONDITION OF LANDS AND RELEASING THE STATE
FROM RELATED LIABILITY
ADL 234255

We, the Eagle River Lions Club of Eagle River Inc., whose address is PO Box 771046, Eagle River, Alaska 99577, being first duly sworn under oath, state and declare as follows:

1) The Eagle River Lions Club are the fee simple, patent purchasers of state-owned lands that we have heretofore had an agreement with the Department of Natural Resources (DNR) to utilize the state-owned lands as a public park since 1964. The legal description of the land we are acquiring (hereinafter "the acquired property") is as follows:

Township 14 North, Range 2 West, Seward Meridian, Alaska, Section 13: NE1/4NE1/4 containing 40 acres, more or less. According to the survey plat approved by the U.S. Surveyor General's Office located in Juneau, Alaska on July 18, 1917.

2) As longtime lessees of the acquired property we have long been aware of the history and condition of the site.

3) We are obliged to contact the State of Alaska DNR if Eagle River Lions Club disembarks or is no longer able to manage the acquired property as a public park within 30 days prior to vacating.

4) Consistent with AS 38.05.035(a)(6), the following conditions and limitations are imposed on this land:

a. The acquired property will continue to be used as a public park. Eagle River Lions Club agrees to that condition and will continue to operate the acquired property as a public park. Further, Eagle River Lions Club shall contact the State of Alaska DNR 30 days before undertaking any proposed change in the use of the acquired property to a use other than a public park.

b. In the event of any future sale, assignment, or other transfer of our ownership interest in the acquired property to another person or entity we will disclose this proposed action to DNR immediately as Eagle River Lions Club acknowledges the reversionary clause that is effective at the time of ownership.

5) We accept full responsibility for any claim, cause of action, liability, required remedial action, or required or response action arising in connection with any contamination. In the event of any such claim or action we agree to hold the State of Alaska and DNR harmless. Further, we release DNR from any liability arising in connection with any contamination.

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Affidavit Acknowledging Condition of Land
and Releasing the State from Related Liability

ATTACHMENT A

Sworn and Affirmed this ____ day of _____, 2023, in _____, Alaska.

Printed Name, Signature
Signature of Signing authority for Eagle River Lions Club

Date

STATE OF ALASKA)
) ss.
____ Judicial District)

THIS IS TO CERTIFY that on the _____ day of _____, 2023, before
me personally appeared _____ known to me to be the person executing this
affidavit and acknowledged voluntarily signing the same.

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE BUSINESS - NO CHARGE

RETURN TO:
Land Conveyance Section
DNR Division of Mining, Land and Water
550 W, 7th Ave. Suite 640
Anchorage, AK 99501

**Memorandum of Understanding
Between
Eagle River Lions Club
and
The Department of Natural Resources**

This Memorandum of Understanding (MOU) is entered into this 18th day of March, 2022 between the Eagle River Lions Club (the "Club") and the State of Alaska, Department of Natural Resources ("DNR"), collectively referred to as the "parties."

WHEREAS, the Lions Club Park is situated within the Chugach State Park;

WHEREAS, the parties agree that removal of the Lions Club Park from the Chugach State Park will resolve various legal and administrative issues related to the Lions Club Park;

WHEREAS, the removal of the Lions Club Park from Chugach State Park results in a Land and Water Conservation Fund (LWCF) conversion;

WHEREAS, the LWCF conversion must be completed before DNR can convey the Lions Club Park to the Club;

NOW THEREFORE, the parties agree as follows in this MOU as to DNR's responsibilities and the Club's responsibilities related to Lions Club Park:

Responsibilities of DNR

- 1) DNR will support legislation which approves the conveyance of Lions Club Park to the Club and the addition to Chugach State Park of the replacement parcels, described in Attachment A.
- 2) DNR will not convey the Lions Club Park to the Club until the LWCF conversion has been completed and approved by the National Park Service.

Responsibilities of the Club

- 1) The Club will support legislation which approves the conveyance of Lions Club Park to the Club and the addition to Chugach State Park of the replacement parcels, described in Attachment A.
- 2) The Club will appraise Lions Club Park and the 4 replacement parcels, described in Attachment A as required for the Land and Water Conservation Fund (LWCF) conversion. These appraisals will need to be performed consistent with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions, also known as a "yellow book" appraisal by an appraiser certified to perform such appraisals. The Club acknowledges that the Club will be responsible for hiring and paying the appraiser(s) needed, including any revisions to the appraisals needed to complete the LWCF conversion.
- 3) The Club will hire a review appraiser, meeting the same qualifications described in item 2, to review the appraisals.

Responsibilities of the Parties

- 1) After legislation passes and the LWCF conversion is in progress, the parties agree to draft a sale agreement for the sale of Lions Club Park. The agreement shall require the Club to pay DNR \$50,000 for the Lions Club Park to cover DNR's anticipated administrative costs before land is conveyed to the Club.

Agreed:



3/24/2022

Corri Feige, Commissioner, Department of Natural Resources

Date



President

3/18/27

Eagle River Lions Club

Date

Memorandum of Understanding Attachment A: CSP Boundary Modifications (Land to Appraise)					
Parcel	MTRS	Aliquot / Legal	Area (Acres)	Vicinity & Notes	Access
Lions Club Park	S14N2W13	Section 13 NE1/4 NE1/4	40	Eagle River Road & Eagle River Loop Road	Eagle River Road
Replacement Land					
Parcel 1: Meadow Creek	S14N1W5	SE1/4 SW1/4, S1/2 SW1/4 SE1/4	60	Includes Meadow Creek	Undeveloped R/W, or through CSP (Baldy / Mile Hi)
Parcel 2: Berryhill Rd	S14N1W24	NE1/4 SW1/4, E1/2 NW1/4 SW1/4	60	Slope leading up to Magnificent / Significant	Berryhill Rd
Parcel 3: Eagle River Rd	S14N1E30	Lot 3	24	Possible overhead powerline through two corners	Possible SLE from ER Road? CSP land uphill
Parcel 4: Pioneer Peak	S16N3E	Section 7 Section 8, excluding N1/2 NE1/4 Sections 17-21 Sections 27-35	10160	Northeast slope of Pioneer Peak.	Pioneer Peak trail

**AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY
LOCATED IN EAGLE RIVER, ALASKA, TO THE EAGLE RIVER LIONS
CLUB, LIONS CLUB PARK PARCEL**

THIS AGREEMENT for the Conveyance of Real Property Located in Eagle River, Alaska, to the Eagle River Lions Club, Lions Club Park Parcel ("Agreement") is made by and between the **State of Alaska, Department of Natural Resources** ("Grantor", "Seller", or "State"), whose address is 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska, 99501-3579, and the **Eagle River Lions Club of Eagle River, Inc.** ("Grantee" or "Purchaser"), a nonprofit corporation, whose address is PO Box 771046, Eagle River, Alaska, 99577, (each also individually a "Party" and collectively referred to as the "Parties"), pursuant to the authority of AS 38.05.035(a)(6), AS 41.21.121, and an act modifying the boundary of Chugach State Park; directing the sale of land to the Eagle River Lions Club; and providing for an effective date, § 2-6, Ch. 49 SLA 2022.

WHEREAS, the State of Alaska wishes to convey approximately 40 acres of real property owned by the State of Alaska, Department of Natural Resources (DNR), Division of Mining, Land & Water in Eagle River, Alaska. This property, referred to as Lions Club Park, is located on the southwest corner of Eagle River Road and Eagle River Loop Road.

WHEREAS, Lions Club Park is situated within Chugach State Park;

WHEREAS, The Eagle River Lions Club has developed and operated Lions Club Park under a series of DNR permits since 1964;

WHEREAS, the Parties agree that removal of Lions Club Park from Chugach State Park resolves various legal and administrative issues related to Lions Club Park;

WHEREAS, the 32nd Alaska State Legislature pursuant to SLA 2022, Ch. 49, § 2 of House Bill 304 authorizes conveyance of the surface estate of real property known as Lions Club Park to the Eagle River Lions Club;

WHEREAS, House Bill 304 also modifies the boundary of Chugach State Park to remove private lands, make technical corrections, and add replacement land to Chugach State Park to satisfy the State's obligations under federal Land and Water Conservation Fund (LWCF) grants.

WHEREAS, the conveyance of Lions Club Park is subject to the requirement that the property be used as a public park;

WHEREAS, if the Lions Club Park is not used as public park the property shall be conveyed back the State;

WHEREAS, after reserving appropriate easements pursuant to House Bill 304 the State wishes to convey all title, rights, and interest to the surface estate of the real property of Lions Club Park and any improvements thereon to the Grantee;

WHEREAS, the conveyance is to be completed in accordance with the terms and conditions of House Bill 304, and this Agreement.

NOW THEREFORE the Parties agree as follows:

1. CONVEYANCE OF PROPERTY. The State shall grant and convey to the Grantee all of the State's valid existing rights, interests, and title, in or appurtenant to the surface estate of the real property described further below: subject to easements to be granted to the Department of Transportation and Public Facilities, and to reservations, easements, and exceptions in the U.S. Patent, or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, rights of ingress and egress, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any, and all tenements, hereditaments, appurtenances, improvements, thereunto appertaining to the property (hereinafter referred to as the "Property"). The legal description of the Property is as follows:

TOWNSHIP 14 NORTH, RANGE 2 WEST, SEWARD MERIDIAN, ALASKA

SECTION 13: NE1/4NE1/4 ACCORDING TO THE SURVEY PLAT ACCEPTED BY THE US DEPT. OF INTERIOR, GENERAL LAND OFFICE IN WASHINGTON, D.C. ON AUGUST 25, 1917.

CONTAINING 40.00 ACRES, MORE OR LESS.

LOCATED IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

2. INTEREST CONVEYED. In accordance with this Agreement, the State shall execute and deliver to the Eagle River Lions Club a Patent to the Property ("Patent") in substantially the form attached hereto as Exhibit A, which exhibit is incorporated into this Agreement by reference. The Patent shall convey the Property free and clear of all claims, liens, and encumbrances, including any unpaid taxes, other than exceptions noted in the Patent and such other exceptions as may be acceptable to the Grantee. The Parties shall execute and deliver at closing, or at any other time, such additional documents as may be necessary to convey all of the State's interests in the surface estate of the Property to the Grantee or to secure or preserve the Parties' rights under this Agreement.

3. TERMS OF CONVEYANCE. House Bill 304 acknowledges that the Division of Mining, Land and Water may accept \$50,000 cash equivalent in consideration for this conveyance. This \$50,000 cash equivalent will be paid by the Grantee to the State prior to conveyance and will be deposited into the Land Disposal Income Fund (LDIF) as compensation to DNR for the conveyance of the Property, and may also be used to cover administrative costs related to the conveyance. Following closing, the Property is to be used as a public park by the Eagle River Lions Club of Eagle River, Inc., or its successors in interest, and under the terms and conditions of this Agreement.

4. CONDITIONS OF CONVEYANCE. The following must be completed to the satisfaction of the State prior to closing:

a. The Eagle River Lions Club will appraise Lions Club Park and the four replacement parcels, as required for the LWCF conversion. These appraisals will need to be performed consistent with the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions, also known as a "yellow book" appraisal by an appraiser certified to perform such appraisals. The Grantee acknowledges that the Eagle River Lions Club will be responsible for hiring and paying the appraiser(s) needed, including any revisions to the appraisals needed to complete the LWCF conversion.

b. The Grantee will hire a review appraiser, meeting the same qualifications described in paragraph 4(a), to review the appraisals.

c. The Grantee will support legislation which approves the conveyance of Lions Club Park to the Grantee and the addition to Chugach State Park of the replacement parcels.

d. The Grantee will sign an Affidavit Acknowledging Condition of Lands and Releasing the State from Related Liability. The Grantee will accept full responsibility for any claim, cause of action, liability, required remedial action, or required or response action arising in connection with potential contamination relating to the presence of hazardous substances (as that term is defined in AS 46.03.826(5)) or other environmental contaminants on the Property. In the event of any such claim or action the Grantee agrees to hold the State of Alaska and DNR harmless. The Grantee agrees to indemnify, defend, and hold the State harmless from any and all claims, demands, damages, costs, fees, penalties, and charges asserted against, imposed upon, and incurred by the State (including fees and costs of attorneys, consultants, laboratory testing charges, and personal injury claims) as a result of the acts or omissions of the Grantee, their employees, agents, contractors, subcontractors, licensees, or invitees during the use, and occupancy of the Property by the Grantee that were not otherwise identified, previously removed, or remediated.

e. The Department of Natural Resources will convey the Property to the Grantee subject to LWCF approval by the United States, Department of the Interior, National Park Service.

f. The Department of Natural Resources may take actions necessary to convey the Property to the Grantee, including platting, replatting, surveying, subdividing, and other actions.

g. The Department of Natural Resources will complete the State land disposal and decision process under AS 38.05.035 to include, a Mineral Order (Closing) Public Notice and Commissioner signed Mineral Order, and a signed Commissioner's Decision for State land disposal.

h. The Department of Natural Resources shall grant necessary easements, including utility easements, to the Department of Transportation and Public Facilities for Eagle River Road and Eagle River Loop Road. The State may issue conveyance subject to pending easements in compliance with this subsection. The Parties agree that this language

will be included as a subject to in the issued Patent and may need to be revised, as necessary, in a confirmatory Patent.

i. At the time of closing, the Property will not have materially changed from its natural condition as of the date of this Agreement.

5. DIMINISHMENT OF VALUE, RISK OF LOSS. The Parties shall not do, or allow another to do, any act prior to closing that causes the value or title of the Property to diminish or to be encumbered. If any such loss, damage, diminishment, or encumbrance occurs, this Agreement is voidable at the option of the Grantee or the State, or may be amended by agreement of the Parties.

6. RIGHT TO ENTER PROPERTY. From the date this Agreement is fully executed by the Parties until closing, the State, and its employees, agents, and representatives, upon reasonable notice to the Grantee, shall have the right to enter the Property for all lawful purposes in connection with this Agreement, including for environmental survey or assessment purposes.

7. CLOSING. Closing shall be conducted by the State, in accordance with this Agreement, by no later than December 31, 2023, unless extended by written agreement of the Parties. The State shall complete the conveyance when the following have been completed:

a. The terms and conditions in this Agreement have all been met (or are waived) by the Parties.

b. Title to the Property is subject only to such exceptions as are acceptable to the Parties.

c. Execution of all conveyance documents, and such other documents as may be required for closing, in accordance with this Agreement, including the Patent substantially in the form attached hereto as Exhibit A, and their delivery by the Parties to the State as necessary to complete closing and recording.

d. The State has received the necessary funds and authorization to expend the funds to complete the conveyance.

To arrange the transfer of funds contact:

Thomas Minelga
Administrative Officer 2
Department of Natural Resources
Division of Mining, Land & Water
550 West Seventh Ave., Suite 1070
Anchorage, Alaska 99501-3579
Phone: 907-269-8499
Email: Thomas.minelga@alaska.gov

8. TERMINATION BY THE STATE. This Agreement may be terminated by the State upon written notification to the Grantee that one or more of the terms or conditions of conveyance in this Agreement have not been satisfied by the time of closing. In the case of

termination of this Agreement pursuant to this Paragraph 8, the Parties shall not have any further liability to each other with respect to this Agreement.

9. TAXES AND ASSESSMENTS. The State shall ensure no taxes are owed on Property during the calendar year in which ownership of the Property is transferred to the Grantee, and no taxes and assessments are due for prior years.

10. PUBLIC RECORDS INFORMATION. AS 38.05.035(a) authorizes the director to decide what information is needed to process the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, AS 43.05.230, or AS 45.48). Public information is open to inspection by the Grantee or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached.

11. UNANTICIPATED EVENTS. The Parties acknowledge that circumstances may occur which are beyond the reasonable control of a Party that interfere with the Party's ability to complete the conveyance as set forth in this Agreement. The Parties agree to use their best good faith efforts to complete the transaction as set forth herein. In the event that, following the effective date of this Agreement, circumstances arise beyond the reasonable control of a Party that significantly impair or detract from the rights or benefits provided to any of the Parties, then the Parties will negotiate, in good faith, to determine whether reasonable modifications of this Agreement can be made so as to protect the rights, interests, and duties of the Parties under this Agreement and to carry out the intent of this Agreement.

12. USE AFTER CONVEYANCE. Upon acceptance by the Grantee of the Patent (Exhibit A) to the Property, and Pursuant to AS 38.05.035(a)(6), and SLA 2022, Ch. 49, § 2, the Grantee and its heirs and assigns shall use the Property as a public park. If the Director of the Division of Mining, Land and Water of the State of Alaska, Department of Natural Resources determines that the Grantee or Grantee's successors in interest have failed to observe this condition, the Director may declare a forfeiture of this conveyance and title hereby conveyed shall thereupon revert to the State of Alaska.

13. ENVIRONMENTAL OBLIGATIONS.

a. The Parties intend that (1) the State will not incur, suffer, or otherwise become burdened by any of the obligations or liabilities of an "owner" or "operator" as those terms are defined, used, or interpreted under any environmental law, regulation, code, ordinance, order, or other requirement or successor provision thereto, of any federal, state or local governmental authority relating to any hazardous, toxic or otherwise harmful material, substance, or pollutant (collectively "Environmental Obligations"), by virtue of having entered into this Agreement or accepting a Patent (Exhibit A, attached), conveyed pursuant to this Agreement; and (2) this Agreement and Patent, to be conveyed to the Grantee hereunder (Exhibit A), shall be construed so as not to cause the State to incur, suffer, or otherwise become burdened by any Environmental Obligations by virtue of having entered into this Agreement or conveying the Patent pursuant to this Agreement.

b. Nothing in this Agreement (1) releases any Party or other person from such Environmental Obligations as it may have had prior to entering into this Agreement, (2) releases any Party or other person from any Environmental Obligations as may arise hereafter by virtue of actions undertaken by or for it hereafter on or with respect to the Property, or (3) except as specifically provided in this Agreement, constitutes a promise by any Party to indemnify any other Party or other person for any Environmental Obligations (whenever arising).

14. ADJUSTMENT OF LEGAL DESCRIPTION AND SUBJECT TO RESTRICTIONS. The Parties acknowledge that while they have utilized their best efforts to arrive at the legal description and subject to restrictions found in the attached Patent, and believe such descriptions to be accurate and correct, it may be necessary to make technical corrections in such descriptions. In addition, the Parties agree to negotiate in good faith any such corrections.

15. OTHER AGREEMENTS AND ACTIONS. The Parties shall provide all other documents (including signing documents) and take other actions as reasonably necessary to effectuate this Agreement and the conveyance of the Property.

16. RIGHTS TO SURVIVE CLOSING. All commitments, warranties, representations, rights, and remedies contained in this Agreement and the attached Patent shall survive closing.

17. SIGNATURES. Each signatory to this Agreement represents that he or she has the legal authority to bind himself to the Agreement and to execute all necessary documents for closing.

18. NOTICES. Written notices shall be provided to the Parties at the following addresses (or successive addresses as any Party may subsequently designate to each other Party in writing in accordance with this Paragraph 18).

Grantor:

State of Alaska
Department of Natural Resources
Division of Water, Land and Mining
Attn: Jane Boer
550 West Seventh Ave., Suite 1050A
Anchorage, Alaska 99501-3579

Grantee:

Eagle River Lions Club of Eagle River, Inc.
Attn: Andrew Fierro
PO Box 771046
Eagle River, AK 99577

19. EXECUTION IN SEPARATE COUNTERPARTS AND EFFECTIVE DATE. This Agreement, any amendments, and all documents to be signed for closing, may be executed, and notarized in separate counterparts by the Parties, which, when all have so signed, shall be deemed a single Agreement or amendment thereto. The counterparts may be executed by a Party

and delivered by facsimile or other electronic means, and the receiving Party may rely on receipt of the facsimile or electronically transmitted copy of the document so executed and delivered to be binding as if the signed original had been received. The effective date ("Effective Date") of this Agreement or any amendment thereto shall be the date upon which the last of the Parties signs the Agreement or the amendment.

20. GENERAL PROVISIONS.

a. This Agreement embodies the entire Agreement and understanding among the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

b. If any part or provision of this Agreement is to any extent illegal, held to be invalid, or legally incapable of being enforced, such part or provision shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to effectuating the intention of such invalid or unenforceable term.

c. This Agreement may be modified, supplemented, amended, or extended only by a document in writing executed by the Parties.

d. The failure of any Party to this Agreement to insist upon the strict performance of any provision of this Agreement or the exercise of any right, power, or remedy consequent upon a breach of the Agreement shall not constitute a waiver by the Party of any such provision, breach, or subsequent breach of the same or any other provision.

e. Except as otherwise provided in this Agreement, the Parties shall be entitled to any and all remedies provided by law or in equity.

f. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship or any of the provisions of this Agreement.

g. This Agreement shall be interpreted, construed, and enforced in accordance with applicable Federal law(s), and Alaska State law(s).

h. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

i. Nothing in this Agreement shall be deemed to create in any third-party beneficiary any rights, privileges, or benefits under this Agreement or the right by any third-party to enforce any of its terms or covenants.

j. The descriptive Paragraph headings throughout this Agreement are for

convenience and reference only, and the words contained therein shall not be used to expand, modify, or amplify the meaning of this Agreement or to aid in the interpretation or construction of this Agreement.

k. No member or Delegate to Congress, or Resident Commissioner, after their election or appointment, and either before or after they have qualified, and during their continuance in office, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

l. The commitments, representations, rights, and warranties contained in this Agreement and the Patent (Exhibit A) shall survive closing and delivery of the executed Patent. In the event of any irreconcilable conflict between this Agreement and the terms of the Patent, the terms of the Patent shall control.

m. By execution of this Agreement, the Parties acknowledge and represent that they have consulted with and had this Agreement reviewed by an attorney of their choice, or that they had sufficient opportunity to do so.

n. In any action or proceeding to enforce any rights arising out of, or relating to this Agreement, the prevailing party in such action or proceeding shall be entitled to reasonable attorney's fees and all costs and expenses incurred in connection with such action or proceeding. In addition, the non-prevailing party shall pay all costs and expenses incurred in enforcing such award or judgment, and this obligation shall be severable from the other provisions of this Agreement and shall survive any judgement, order or award and shall not be deemed to be merged therewith.

IN WITNESS THEREOF, the parties have executed this Agreement on the date(s) set forth below:

[SIGNATURE PAGES FOLLOW]

GRANTOR:

STATE OF ALASKA

Dated: November 21, 2023

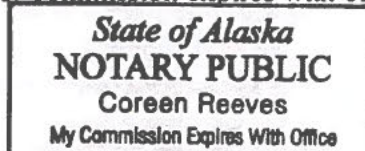
By: _____

Jane Boer
Chief, Realty Services Section
Division of Mining, Land and Water
Department of Natural Resources
State of Alaska

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21st day of November, 2023, by Jane Boer, Chief, Realty Services Section, Division of Mining, Land and Water of the Department of Natural Resources, State of Alaska.

Notary Public in and for the State of Alaska
My commission expires with office



GRANTEE

Dated:

By:

Ryan Johnston

Authorized Signatory

Eagle River Lions Club of Eagle River, Inc.

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this 28 day of November 2023, 2023, by Ryan Johnston, Authorized Signatory, of the Eagle River Lions Club of Eagle River, Inc., a nonprofit corporation, on behalf of the corporation.



"Official Seal"
Notary Public
B. Wilson
State of Alaska

Commission Number 234636013 Exp. 06/26/2027

Notary Public in and for the State of Alaska
My commission expires 06/26/2027

My commission expires 06/26/2027

EXHIBIT A

PATENT DRAFT

State of Alaska



**Patent
No. Draft**

ADL No. 2 3 4 2 5 5

Know Ye By These Presents that the Grantor, the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska 99501-3579, pursuant to AS 38.05.035, and the regulations promulgated thereunder, in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt whereof is hereby acknowledged, grants and conveys to the Grantee, THE EAGLE RIVER LIONS CLUB OF EAGLE RIVER, INC, a nonprofit corporation, whose mailing address of record is PO Box 771046, Eagle River, AK 99577, Grantee's heirs, successors, and assigns, all that real property described as follows:

TOWNSHIP 14 NORTH, RANGE 2 WEST, SEWARD MERIDIAN, ALASKA

SECTION 13: NE1/4NE1/4 ACCORDING TO THE SURVEY PLAT ACCEPTED BY THE US DEPT. OF INTERIOR, GENERAL LAND OFFICE IN WASHINGTON, D.C. ON AUGUST 25, 1917.

CONTAINING 40.00 ACRES, MORE OR LESS.

LOCATED IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

Subject to:

1. This parcel is being conveyed for the purpose of a public park pursuant to SLA 2022, Ch. 49, § 2 of House Bill 304.
2. Pursuant to AS 38.05.035(a)(6), the Grantee and its heirs and assigns shall use the above described parcel as a public park. If the Director of the Division of Mining, Land & Water of the Department of Natural Resources determines that the Grantee or Grantee's successors in interest have failed to observe this condition, the Director may declare a forfeiture of this conveyance and title hereby conveyed shall thereupon revert to the State of Alaska.
3. The recorded Affidavit Acknowledging Condition of Lands and Releasing State from Related Liability.

4. State of Alaska, Department of Transportation and Public Facilities easements, including utility easements for Eagle River Road and Eagle River Loop Road.
5. Requirements of SLA 2022, Ch. 49, § 2 of House Bill 304, including:
 - a. Issuance of a 15-foot easement to the State of Alaska, Department of Transportation and Public Facilities for Eagle River Road and Eagle River Loop Road, more particularly described as: The Northerly 137 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Westerly 570 feet; AND: The Southerly 15 feet of the Northerly 152 feet of the Easterly 370 feet; AND: The Easterly 65 feet. This is an approximate legal description to be confirmed through easement adjudication.
 - b. Approval by the United States Department of the Interior, National Park Service of conversion of real property caused by removal of the Lions Club Park parcel from the Land and Water Conservation Fund. If the conversion of the property is not approved by the National Park Service, the property reverts to the State of Alaska pursuant to SLA 2022, Ch. 49, § 2 of House Bill 304.
6. Valid existing rights, including reservations, easements, and exceptions in the U.S. Patent, or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

The Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

To Have And To Hold the said land, together with the tenements, hereditaments, and appurtenances thereunto appertaining, unto the said Grantee and Grantee's heirs, successors, and assigns forever.

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Chief of the Realty Services Section, Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this X day of X, X.

By: _____
 Jane Boer
 Chief, Realty Services Section
 Division of Mining, Land and Water
 Department of Natural Resources

State of Alaska)
) ss.
 Third Judicial District)

This is to certify that on the X day of X, X, personally appeared before me JANE BOER, who is known to me to be the person who has been lawfully delegated the authority of the Director of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, to execute the foregoing document

under such legal authority and with knowledge of its contents, and who acknowledged said document before me on behalf of Grantor.

Witness my hand and official seal the day and year in this certificate first above written.

Return to:
EAGLE RIVER LIONS CLUB OF EAGLE RIVER, INC.
PO Box 771046
Eagle River, AK 99577

Notary Public in and for the State of Alaska
My commission expires with office

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

**ADMINISTRATIVE FINDING
MINERAL ORDER NO. 1285**

**Closing Lands to Mineral Entry
Eagle River Lions Club Land Conveyance ADL 234255**

Pursuant to AS 38.05.035 *Powers and Duties of the Director*, the State of Alaska, Department of Natural Resources, Division of Mining, Land, and Water (DMLW) will issue a Commissioner's Decision for a land conveyance to the Eagle River Lions Club that was directed by the 32nd Alaska State Legislature pursuant to SLA 2022, Ch. 49, § 2 of House Bill 304 to convey the surface estate of the real property used as the Lions Club Park, in Eagle River, Alaska. DMLW proposes to close the parcel to mineral entry. The attached mineral order includes the legal description of the area to be closed to mineral entry.

DMLW requests that the mineral estate of approximately 40.0 acres, identified in the attached mineral order, be closed to mineral entry and location, in accordance with AS 38.05.300 *Classification of Land* for a land disposal. Mining activity on the parcel would be incompatible with the current and proposed land estate use. The land does not contain any known mineral deposits and was not selected for mineral values. There are no mining claims on the land.

Public notice of the comment period for the proposed mineral order was conducted in accordance with AS 38.05.945 *Public Notice*. Review of comments received are addressed in the commissioner's decision. No comments were received. In accordance with AS 38.05.185(a) *Mining* and AS 38.05.300, I find that the best interests of the State and its residents are served by closure of the land to entry under the mineral location and mining laws of the State as described by Mineral Order (Closing) No. 1285.

Approved:



John Boyle, Commissioner
Department of Natural Resources

27 Dec 23
Date

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND, AND WATER

MINERAL ORDER No. 1285

 X Closing Lands to Mineral Entry Opening Lands to Mineral Entry

- I. Name of Mineral Order: Eagle River Lions Club Land Conveyance – ADL 234255
- II. Reason for Mineral Order: This Mineral Order is in connection with the Eagle River Lions Club Land Conveyance – ADL 234255 that was directed by the 32nd Alaska State Legislature pursuant to SLA 2022, Ch. 49, § 2 of House Bill 304 to convey to the Eagle River Lions Club the surface estate of the real property used as a public park in Eagle River, Alaska.
- III. Authority: AS 38.05.185 Mining and AS 38.05.300 Classification of Land.
- IV. Location and Legal Description: The subject parcel is located within DNR's Southcentral Region in Eagle River, Alaska on the corner of Eagle River Road and Eagle River Loop Road, approximately 1.7 miles east of the Glenn Highway, within Section 13, Township 14 North, Range 2 West, Seward Meridian, more accurately described as:

TOWNSHIP 14 NORTH, RANGE 2 WEST, SEWARD MERIDIAN, ALASKA

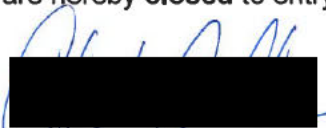
SECTION 13: NE1/4 NE1/4

CONTAINING 40 ACRES, MORE OR LESS.

ACCORDING TO THE SURVEY PLAT APPROVED BY THE U. S. SURVEYOR GENERAL'S OFFICE IN JUNEAU, ALASKA ON JULY 18, 1917.

V. Mineral Order: This order is subject to valid existing rights and is issued under the authority granted by AS 38.05.185 – AS 38.05.275 Mining and AS 38.05.300 to the Alaska Department of Natural Resources. In accordance with AS 38.05.185(a), I find that the best interests of the State of Alaska and its residents are served by closure of the land described in this mineral order to entry under mineral location and mining laws of the State of Alaska. The above-described lands are hereby **closed** to entry under the locatable mineral and mining laws of the State of Alaska.

Concur:



Christianna Colles, Director
Division of Mining, Land and Water
Department of Natural Resources

12/14/2023
Date

Approved:



John Boyle, Commissioner
Department of Natural Resources

27 Dec 23
Date